

to cover the cost and expenses of collection, including, without limitation, reasonable attorneys' fees.

43.3. Notice of Claimed Default. If any Beneficiary or Beneficiaries holding in the aggregate at least a 50% interest in the Partnership Note shall serve any notice or demand or take any other action in respect of a claimed default, the Partnership will forthwith give written notice thereof to all other Beneficiaries, if any, describing the notice, demand or action and the nature of the claimed default.

44. Non-Recourse Obligation. Anything in this Deed of Trust or the Partnership Note to the contrary notwithstanding and irrespective of any breach, incompleteness or inaccuracy of any statement, certification, representation, warranty, covenant, agreement or understanding of any nature whatsoever, made by the Partnership or Supermart or any general or limited partner of the Partnership, no recourse shall be had for the payment of the principal of, premium, if any, or interest on the Partnership Note, or for any claim based thereon or otherwise in respect thereof or based on or in respect of this Deed of Trust against the Partnership or Supermart or any general or limited partner of the Partnership or any predecessor or successor partnership of the Partnership, or any other Person either directly or through the Partnership, or through any predecessor or successor partnership of the Partnership, or under any rule of law, statute or constitution, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Partnership Note and all obligations of the Partnership and of Supermart under this Deed of Trust are solely non-recourse obligations and that all such liability of Supermart and of the Partnership, its general or limited partners is and is to be by the acceptance of this Deed of Trust and the Partnership Note by the Company expressly waived and released as a condition of, and as consideration for, the execution and delivery of this Deed of Trust and the issuance of the Partnership note, provided, however, that nothing contained herein or in the Partnership Note shall constitute a waiver of any indebtedness evidenced by the Partnership Note or secured by this Deed of Trust or shall be taken or construed to prevent the enforcement by way of specific performance or recourse to or enforcement of all liabilities, obligations and undertakings of the Partnership or of Supermart contained in this Deed of Trust or in the Partnership Note against the security described in the Deed of Trust or against the rents, issues and profits of the Property. The no recourse provisions of this Section 44 shall run to and be for the benefit also of the stockholders, directors and officers of Supermart or any affiliate of Supermart.

45. Performance by Color Title. Any action required or permitted to be performed or taken by the Partnership or